

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE META PIXEL TAX FILING
CASES

Case No. 22-cv-07557-SI (VKD)

This Document Relates To:

PROTECTIVE ORDER

Case No. 3:22-cv-07557-SI, All Actions

WHEREAS, the Parties hereto desire to obtain a protective order to prevent dissemination or disclosure of information and tangible things which are believed to be confidential and proprietary by the holder thereof; and

WHEREAS, such information and tangible things likely will include, among other things, sensitive, confidential, proprietary, trade secret, and/or private information;

IT IS ORDERED, pursuant to Rule 26(c) of the Federal Rules of Civil Procedure that the following provisions govern the disclosure and discovery of information and tangible things in these proceedings.

1. PURPOSES AND LIMITATIONS

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, trade secret, and/or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. This Protective Order does not confer blanket protections on all disclosures or responses to discovery, and the protection it affords from public disclosure and use extends only to the limited information and tangible things that are entitled to confidential treatment under the applicable legal principles. All confidential documents and information produced in this action may be used solely for the purpose of litigating the instant action and its use in other legal actions

or otherwise is expressly prohibited, except as otherwise ordered by this Court or any other court.

2. DEFINITIONS

2.1 Challenging Party: A Party or Non-Party that challenges the designation of Disclosure or Discovery Material under this Protective Order.

2.2 “CONFIDENTIAL” Protected Material: Any Disclosure or Discovery Material (regardless of how it is generated, stored or maintained) that qualifies for protection under Federal Rule of Civil Procedure 26(c), or the disclosure of which may cause harm to a Party or Non-Party.

2.3 Counsel (without qualifier): Outside Counsel of Record and In-House Counsel (as well as their support staff).

2.4 Designating Party: A Party or Non-Party that designates Protected Material as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

2.5 Disclosure or Discovery Material: All information and tangible things, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, documents, testimony and transcripts), that are produced, disclosed or used in this matter.

2.6 Expert: A person identified to serve as an expert witness or as a consultant in this action who is qualified as an expert by knowledge, skill, experience, training, or education in accordance with Federal Rule of Evidence 702.

2.7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Protected Material: “CONFIDENTIAL Protected Material,” disclosure of which to another Party or Non-Party would create a substantial risk of harm that could not be avoided by less restrictive means, including but not limited to: Proprietary design and development materials for products and/or services, sensitive products and/or services, and strategic decision-making information; Plaintiffs’ names and information sufficient to identify their Facebook and Instagram accounts (once provided to Meta), and other personally identifiable information, protected health information, financial information, tax-return information, and any documents disclosing information relating to an individual’s health, healthcare, finances, or taxes.

2.8 “HIGHLY CONFIDENTIAL – SOURCE CODE” Protected Material: “Protected

Material” representing or consisting of Source Code as defined in Section 2.16.

2.9 Non-Party: Any natural person, partnership, corporation, association, or other legal entity who is not a Party (as defined below) in this action.

2.10 Outside Counsel of Record: Attorneys who are not employees of a Party to this action but are retained to represent or advise a Party to this action and have appeared in this action on behalf of that Party.

2.11 Party: Any party to this action, including all of its officers, directors, and employees.

2.12 Producing Party: A Party or Non-Party that produces Disclosure or Discovery Material in this action.

2.13 Professional Vendors: Persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: Any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or as “HIGHLY CONFIDENTIAL – SOURCE CODE,” or is otherwise within the scope of protected information identified in Section 3.

2.15 Receiving Party: A Party that receives Disclosure or Discovery Material from a Producing Party.

2.16 Source Code: Extremely sensitive computer code and associated comments, revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms, computer code, or structure of software or hardware designs, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

3. SCOPE

The protections conferred by this Protective Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all

copies, excerpts, summaries, or compilations of Protected Material; (3) all documents and any other format reproducing, capturing, or otherwise incorporating any Protected Material; and (4) any testimony, conversations, or presentations by Parties, Non-Parties, or their Counsel that might reveal Protected Material. However, the protections conferred by this Protective Order do not cover the following information: any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain, including becoming part of the public record through trial or otherwise, after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, another court's Order, unlawful conduct, or a breach of any confidentiality obligation otherwise owed to the Designating Party. Any use of Protected Material at trial will be governed by a separate agreement or order. Where there is a dispute about whether material designated CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY, or HIGHLY CONFIDENTIAL – SOURCE CODE is in the public domain, the Parties shall meet and confer in accordance with Section 6 of this Order.

4. DURATION

Even after final disposition of this litigation, the confidentiality obligations imposed by this Order remain in effect until a Designating Party agrees otherwise in writing or a court order otherwise directs. Final disposition will be deemed to be the later of (1) dismissal of all claims and defenses in this action, with or without prejudice; and (2) final judgment herein after the completion and exhaustion of all appeals, re-hearings, remands, trials, or reviews of this action, including the time limits for filing any motions or applications for extension of time pursuant to applicable law and the time limits for filing a petition for writ of certiorari to the Supreme Court of the United States if applicable.

5. DESIGNATING PROTECTED MATERIAL

5.1 Exercise of Restraint and Care in Designating Material for Protection. Each Party or Non-Party that designates Disclosure or Discovery Material for protection under this Order must take care to limit any such designation to specific material that qualifies under the appropriate standards. To the extent it is practical to do so, the Designating Party must designate for protection only those parts of material, documents, items, or oral or written communications

1 that qualify – so that other portions of the material, documents, items, or communications for
2 which protection is not warranted are not swept unjustifiably within the ambit of this Order. To
3 the extent it is impractical to do so, the Designating Party shall identify with specificity the
4 portions of the material that qualify for protection upon reasonable request by a Party. With
5 respect to material designated HIGHLY CONFIDENTIAL-SOURCE CODE, the Designating
6 Party shall identify the specific portions of a document that qualify for protection by providing a
7 document that redacts the HIGHLY CONFIDENTIAL-SOURCE CODE material and is produced
8 in the ordinary manner per the ESI Protocol. To the extent the HIGHLY CONFIDENTIAL-
9 SOURCE CODE material is relevant, a version of the produced document with the HIGHLY
10 CONFIDENTIAL-SOURCE CODE material unredacted will be made available for inspection in
11 PDF-searchable format in the source code review room per this Protective Order; provided that
12 HIGHLY CONFIDENTIAL-SOURCE CODE material that is not relevant may remain redacted.
13 Any document produced with redacted HIGHLY CONFIDENTIAL-SOURCE CODE material
14 may also be designated and produced with a lower designation as to the remainder of the
15 document, as warranted.

16 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
17 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
18 unnecessarily encumber or retard the case development process or to impose unnecessary
19 expenses and burdens on other parties) expose the Designating Party to sanctions.

20 If it comes to a Designating Party's attention that Disclosure or Discovery Material that it
21 designated for protection does not qualify for protection at all or does not qualify for the level of
22 protection initially asserted, that Designating Party must promptly notify all other Parties that it is
23 withdrawing or revising the mistaken designation.

24 5.2 Subject to Section 3, if a Party obtains from a source other than a Party any
25 documents or information of another Party that it knows or has reason to believe was taken from,
26 leaked without permission, or otherwise disseminated without appropriate authorization of a Party,
27 prior to any access, disclosure, or use of such documents or information, the obtaining Party must
28 provide the Party from whom the documents or information originated with an opportunity to

1 review the documents or information to determine confidentiality and designation under this
2 Protective Order as well as any applicable privileges or protections from discovery.

3 5.3 Manner and Timing of Designations. Except as otherwise provided in this
4 Protective Order or as otherwise stipulated or ordered, Disclosure or Discovery Material that
5 qualifies for protection under this Protective Order must be clearly so designated before the
6 material is disclosed or produced.

7 Designation in conformity with this Order requires:

8 (a) for Protected Material in documentary form (e.g., paper or electronic documents, but
9 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party
10 affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains Protected
12 Material. For Protected Material that is produced in native electronic format, the designation
13 legend must be included in the file name and on any slipsheets when produced, and any Party
14 when printing such Protected Material must affix the designated legend to each page of the printed
15 copy.

16 (b) for testimony given in deposition or other pretrial hearing, that the Designating Party
17 either (1) identifies on the record or (2) identifies, in writing, within 21 calendar days of receipt of
18 the final transcript, that the transcript must be treated as “CONFIDENTIAL,” “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE
20 CODE.” To the extent a deponent gives testimony regarding exhibits that are designated
21 Protected Material, unless the Parties agree otherwise, that testimony must be treated in
22 accordance with the level the Protected Material was designated regardless of whether the
23 testimony itself receives express designation at or after the deposition.

24 Parties shall give the other Parties notice if they reasonably expect a deposition or other
25 pretrial proceeding to include Protected Material so that the other Parties can ensure that only
26 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
27 (Exhibit A) are present at those proceedings. The use of Protected Material as an exhibit at a
28 deposition or other pretrial proceedings will not in any way affect its designation as

1 “CONFIDENTIAL,” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or
2 “HIGHLY CONFIDENTIAL – SOURCE CODE.”

3 Transcripts containing Protected Material must have an obvious legend on the title page
4 that the transcript contains Protected Material, and the title page must be followed by a list of all
5 pages (including line numbers as appropriate) that have been designated as Protected Material and
6 the level of protection being asserted by the Designating Party. The Designating Party shall
7 inform the court reporter of these requirements. During the 21-day period for designation, Parties
8 shall treat any transcript that was not designated on the record pursuant to the first paragraph of
9 Section 5 above as if it had been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’
10 EYES ONLY” in its entirety. After the expiration of that period or of such earlier time that such
11 transcript is designated, the transcript will be treated only as actually designated.

12 (c) for information contained in written discovery responses, the responses may be
13 designated as containing “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’
14 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information by means of a
15 statement at the beginning or conclusion of each response that contains such information
16 specifying the level of designation of the Protected Material and by placing a legend on the front
17 page of such discovery responses stating: “CONTAINS CONFIDENTIAL INFORMATION/[the
18 highest level of designation contained in the responses].” If only a portion or portions of the
19 information or item warrant protection, the Producing Party, to the extent practicable, shall
20 identify the protected portion(s) and specify the level of protection being asserted for each
21 protected portion.

22 (d) for Protected Material produced in some form other than documentary and for any
23 tangible things, that the Producing Party affix in a prominent place on the exterior of the container
24 or containers in which the Protected Material is produced or disclosed the legend
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
26 “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or portions of the
27 information or item warrant protection, the Producing Party, to the extent practicable, shall
28 identify the protected portion(s) and specify the level of protection being asserted for each

1 protected portion.

2 5.4 Inadvertent Failure to Designate. An inadvertent failure to designate Protected
3 Material does not waive the Designating Party's right to secure protection under this Protective
4 Order for such material. Upon correction of a designation, the Receiving Party must make all
5 reasonable efforts to assure that the material is treated in accordance with the provisions of this
6 Protective Order, which may require, to the extent reasonably practicable, a Party to withdraw
7 access to Protected Material that was given to a person who is not authorized to have access under
8 the new designation.

9 In the event that a Producing Party inadvertently fails to designate Protected Material, the
10 Producing Party shall give written notice of such inadvertent production (the "Inadvertent
11 Production Notice") and shall reproduce copies of the Protected Material that are labeled with the
12 appropriate confidentiality designation. Upon receipt of an Inadvertent Production Notice and
13 properly labeled Protected Material, the Receiving Party shall promptly destroy the inadvertently
14 produced Protected Material and all copies thereof or return such Protected Material together with
15 all copies of such Protected Material to counsel for the Producing Party. Should the Receiving
16 Party choose to destroy such inadvertently produced Protected Material, the Receiving Party shall
17 notify the Producing Party in writing of such destruction within 14 calendar days of receipt of the
18 Inadvertent Production Notice and properly labeled Protected Material. This provision is not
19 intended to apply to any production of any document, material, or testimony protected by
20 attorney-client or work product privileges, which is separately addressed in a separate 502(d)
21 order.

22 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

23 6.1 Timing of Challenges. Any Party may challenge a designation of confidentiality at
24 any time. Unless a prompt challenge to a Designating Party's confidentiality designation is
25 necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
26 significant disruption or delay of the litigation, a Party does not waive its right to challenge a
27 confidentiality designation by electing not to mount a challenge promptly after the original
28 designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution
2 process by providing written notice of each designation it is challenging and describing the basis
3 for each challenge. To avoid ambiguity as to whether a challenge has been made, the written
4 notice must recite that the challenge to confidentiality is being made in accordance with this
5 specific paragraph of the Protective Order. The Challenging Party and the Designating Party must
6 attempt to resolve each challenge in good faith and must begin the process by conferring directly
7 (in person or videoconference; other forms of communication are not sufficient) within 14
8 calendar days of the date of service of notice. In conferring, the Challenging Party must explain
9 the basis for its belief that the confidentiality designation was not proper and must give the
10 Designating Party an opportunity to review the designated material, to reconsider the
11 circumstances, and, if no change in designation is offered, to explain the basis for the chosen
12 designation. A Challenging Party may proceed to the next stage of the challenge process only if it
13 has engaged in this meet and confer process first or establishes that the Designating Party is
14 unwilling to participate in the meet and confer process in a timely manner.

15 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court
16 intervention, they shall comply with the discovery dispute procedure outlined in this Court's
17 Standing Order for Civil Cases. Failure by the parties to seek court intervention within the period
18 set out in this Court's Standing Order for Civil Cases shall automatically waive the confidentiality
19 designation for each challenged designation. In any discovery letter brief filed pursuant to this
20 provision, the parties shall attest that they have complied with the meet and confer requirements
21 imposed by the preceding paragraph and the Standing Order for Civil Cases. The burden of
22 persuasion in any such challenge is on the Designating Party. Frivolous challenges and those
23 made for an improper purpose (*e.g.*, to harass or impose unnecessary expenses and burdens on
24 other Parties) may expose the Challenging Party to sanctions. Unless the Designating Party has
25 waived the confidentiality designation by failing to seek court intervention as described above, all
26 Parties shall continue to afford the material in question the level of protection to which it is
27 entitled under the Designating Party's designation until the Court rules on the challenge.
28

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles.

3 (a) A Receiving Party may use Protected Material only for prosecuting, defending, or
4 attempting to settle this litigation and associated appeals.

5 (b) Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Protective Order.

7 (c) A Receiving Party must comply with the provisions of Section 14 below (FINAL
8 DISPOSITION) for the Duration of this Protective Order.

9 (d) A Receiving Party must store and maintain Protected Material at a location and in a
10 secure manner that ensures that access is limited to the persons authorized under this Protective
11 Order.

12 7.2 Data Security of Protected Material. The Receiving Party will ensure the security
13 of Protected Material by having Protected Material maintained by and/or stored with a secure
14 eDiscovery/litigation support site(s) or claims administrator that maintains an information security
15 program that aligns with standard industry practices regarding data security.

16 Any Protected Material in paper format must be maintained in a secure location with
17 access limited to persons entitled to access the Protected Material under this Protective Order. The
18 Receiving Party will take reasonable steps to limit the number of copies that are made of another
19 Party's Protected Material that is produced in paper format.

20 If a Receiving Party or any person in possession of or transmitting another Designating
21 Party's Protected Material discovers any loss of Protected Material or a breach of security,
22 including any actual or suspected unauthorized access, relating to another Designating Party's
23 Protected Material, the Receiving Party or any person in possession of or transmitting a
24 Designating Party's Protected Material shall: (1) promptly provide written notice to the
25 Designating Party of such breach; (2) investigate and make reasonable efforts to remediate the
26 effects of the breach, and provide Designating Party with assurances reasonably satisfactory to
27 Designating Party that such breach will not reoccur; and (3) provide sufficient information about
28 the breach that the Designating Party can reasonably ascertain the size and scope of the breach.

1 The Receiving Party or any person in possession of or transmitting any Protected Material agrees
2 to cooperate, to the extent reasonably practicable, with the Designating Party in investigating any
3 such security incident. In any event, the Receiving Party or any person in possession of or
4 transmitting any Protected Material shall promptly take all necessary and appropriate corrective
5 action to terminate the unauthorized access.

6 7.3 Disclosure of “CONFIDENTIAL” Protected Material. Unless otherwise ordered
7 by the Court (whether in response to a motion by the Receiving Party, which motion the Receiving
8 Party is permitted to make, or otherwise) or permitted in writing by the Designating Party, a
9 Receiving Party may disclose any Protected Material designated as “CONFIDENTIAL” that is not
10 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
11 SOURCE CODE” only to:

12 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
13 Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this
14 litigation;

15 (b) the officers, directors, and employees (including In-House Counsel) of the Receiving
16 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (c) Experts (as defined in this Protective Order) of the Receiving Party (1) to whom
19 disclosure is reasonably necessary for this litigation, (2) who are not past or current employees or
20 contractors of a Party or of a Party’s competitor, (3) who, at the time of retention, are not
21 anticipated to become employees or contractors of a Party or of a Party’s competitor (a fellow or
22 intern shall not be considered an employee), and (4) who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (d) the Court and its personnel;

25 (e) court reporters, videographers, and their staff;

26 (f) professional jury or trial consultants including mock jurors who have signed a
27 confidentiality agreement, and Professional Vendors to whom disclosure is reasonably necessary
28 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”

(Exhibit A);

(g) during their depositions, witnesses in the action to whom disclosure is reasonably necessary, and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(h) the author or recipient of a document containing the Protected Material or a custodian or other person who otherwise possessed or knew the Protected Material;

(i) any mediator, settlement officer, or similar third-party neutral evaluator who is assigned to this matter, and his or her staff, who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(j) the named Plaintiffs who have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A).

7.4 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Protected Material. Unless otherwise ordered by the Court (whether in response to a motion by the Receiving Party, which motion the Receiving Party is permitted to make, or otherwise) or permitted in writing by the Designating Party, a Receiving Party may disclose any Disclosure or Discovery Material designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation;

(b) Experts (as defined in this Protective Order) of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who are not past or current employees or contractors of a Party or of a Party’s competitor, (3) who, at the time of retention, are not anticipated to become employees or contractors of a Party or of a Party’s competitor (a fellow or intern shall not be considered an employee), and (4) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the Court and its personnel;

(d) court reporters, videographers, and their staff;

(e) professional jury or trial consultants including mock jurors who have signed a

1 confidentiality agreement, and Professional Vendors to whom disclosure is reasonably necessary
2 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
3 (Exhibit A);

4 (f) the author or recipient of a document containing the Protected Material or a custodian
5 or other person who otherwise possessed or knew the Protected Material; and

6 (g) any mediator, settlement officer, or similar third-party neutral evaluator who is
7 assigned to this matter and his or her staff, who have signed the “Acknowledgment and
8 Agreement to Be Bound” (Exhibit A); and

9 (h) employees of a Party who reasonably need such information in order to preserve and
10 collect Disclosure or Discovery Material.

11 7.5 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Protected
12 Material. Unless otherwise ordered by the Court (whether in response to a motion by the
13 Receiving Party, which motion the Receiving Party is permitted to make, or otherwise) or
14 permitted in writing by the Designating Party, a Receiving Party may disclose any Disclosure or
15 Discovery Material designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

16 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of
17 said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for
18 this litigation;

19 (b) up to five Experts (as defined in this Protective Order) of the Receiving Party (1) to
20 whom disclosure is reasonably necessary for this litigation, (2) who are not past or current
21 employees or contractors of a Party or of a Party’s competitor, (3) who, at the time of retention,
22 are not anticipated to become employees or contractors of a Party or of a Party’s competitor (a
23 fellow or intern shall not be considered an employee), and (4) who have signed the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A). The Receiving Party may request
25 permission to disclose “HIGHLY CONFIDENTIAL – SOURCE CODE” to additional, specific
26 Experts who meet the specific requirements of this Section (7.5), and the Producing Party will not
27 unreasonably deny such request;

28 (c) the Court and its personnel;

(d) court reporters, videographers, and their staff;

(e) professional jury or trial consultants (but not mock jurors) who have signed a confidentiality agreement, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the Protected Material or a custodian who otherwise possessed or knew the Protected Material; and

(g) any mediator, settlement officer, or similar third-party neutral evaluator who is assigned to this matter, and his or her staff, who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A).

7.6 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

(a) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to an Expert (pursuant to Sections 7.4 and 7.5) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” first must make a written request to the Designating Party that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” and/or “HIGHLY CONFIDENTIAL – SOURCE CODE” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the Expert has received compensation or funding for work in his or her areas of expertise or to whom the expert has provided professional services, including in connection with a litigation, at any time during the preceding five years, and (6) identifies (by name and number of the case, filing date, and location of court) any litigation in connection with which the Expert has offered expert testimony, including through a declaration, report, or testimony at a deposition or trial, during the preceding five years.

(b) A Party that makes a request and provides the information specified in the preceding respective paragraphs may disclose the subject Protected Material to the identified Expert unless, within 14 days of delivering the request, the Party receives a written objection from the Designating Party. Any such objection must be based on a reasonable concern that disclosure would create substantial risk of serious harm and set forth in detail the grounds on which it is based.

(c) A Party that receives a timely written objection must meet and confer with the Designating Party (in person or videoconference) to try to resolve the matter by agreement within seven days of the written objection. If no agreement is reached, the Parties shall comply with the discovery dispute procedure outlined in this Court's Standing Order for Civil Cases.

In any such proceeding, the Party opposing disclosure to the Expert shall bear the burden of proving that the risk of harm that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's need to disclose the Protected Material to its Expert.

8. DISCLOSURE AND INSPECTION OF SOURCE CODE

(a) To the extent production or disclosure of Source Code is requested in this case, a Producing Party may designate it as "HIGHLY CONFIDENTIAL - SOURCE CODE."

(b) Any Source Code that is offered for inspection must be given all protections of "HIGHLY CONFIDENTIAL – SOURCE CODE" and may be disclosed only to the individuals to whom "HIGHLY CONFIDENTIAL – SOURCE CODE" may be disclosed, as set forth in Sections 7.5 and 7.6.

(c) Any Source Code produced in discovery will be made available for inspection upon reasonable notice to the Producing Party, which must not be less than five (5) business days in advance of the requested inspection. A secured computer containing the Source Code in a format allowing it to be reasonably reviewed and searched ("Source Code Computer"), will be made available during normal business hours (9:00 a.m. to 5:00 p.m. local time) or at other mutually agreeable times, at an office of the Producing Party's Counsel or another mutually agreed upon location. The Source Code will be produced in original and native format, and in a format where versions of the Source Code may be extracted. The Source Code inspection must occur in a room

1 without Internet access or network access to other computers, and the Receiving Party shall not
2 copy, remove, or otherwise transfer any portion of the Source Code onto any recordable media or
3 recordable device. The Producing Party may visually monitor the activities of the Receiving
4 Party's representatives during any Source Code review, but only to ensure that there is no
5 unauthorized recording, copying, or transmission of the Source Code. The Receiving Party's
6 representatives will be provided a separate secure room with a table and chairs (separate from the
7 room with the Source Code Computer) at the office where the Source Code review occurs, where
8 the Receiving Party's representatives will be able to work outside of the room with the Source
9 Code Computer and store their belongings. All persons entering the inspection room where the
10 Source Code is being viewed shall sign a log that includes the names of persons who enter the
11 room and the dates and times when they enter and depart.

12 (d) The Receiving Party may request paper copies of limited portions of Source Code
13 that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other
14 papers, or for use as an exhibit at deposition or trial, but shall not request paper copies for the
15 purposes of reviewing the Source Code other than electronically as set forth in paragraph (c) in the
16 first instance. Using the software available on the Source Code Computer, the Receiving Party
17 shall create PDFs of the printed copies the Receiving Party is requesting and save them in a folder
18 on the desktop named "Print Requests" with a subfolder identifying the date of the request. The
19 PDF printouts must include identifying information including the full file path and file name, page
20 number, line numbers, and date. The request for printed Source Code must be served via an email
21 request identifying the subfolders of the "Print Requests" folder that the Receiving Party is
22 requesting. Within five (5) business days of such request, the Producing Party shall provide two
23 copies of all such Source Code on non-copyable paper including bates numbers and the label
24 "HIGHLY CONFIDENTIAL – SOURCE CODE." If the request is served after 5:00 p.m. Pacific
25 Time, it will be deemed served the following business day. The two copies of Source Code shall
26 be provided via overnight mail to the address identified in the email request. The Producing Party
27 may challenge the amount of Source Code requested in hard copy form or whether the Source
28 Code requested in hard copy form is reasonably necessary to any case preparation activity. Any

1 disputes about the amount of Source Code to be provided in hard copy form will be resolved by
2 the Court if the parties are unable to reach agreement pursuant to the dispute resolution procedure
3 and timeframes set forth in Section 6 whereby the Producing Party is the “Challenging Party” and
4 the Receiving Party is the “Designating Party” for purposes of the dispute resolution. Challenged
5 Source Code printouts do not need to be produced to the Receiving Party until the matter is
6 resolved by the Court.

7 (e) The Receiving Party shall maintain a log of all paper copies of the Source Code.
8 The log must include the names of all reviewers and recipients of paper copies, dates and times of
9 inspection, and locations where each paper copy is stored. The Producing Party may request a
10 copy of the Receiving Party’s log upon two (2) business day’s advance written notice to the
11 Receiving Party which notice shall state the reason for the request. If the Receiving Party objects
12 to the Producing Party’s request for the log, the Producing Party may seek a court order via an
13 administrative motion or more expedited process compelling the Receiving Party to provide a
14 copy of the log upon a showing of good cause.

15 (f) The Receiving Party shall maintain all paper copies of any printed portions of the
16 Source Code in accordance with Section 8(j) below. The Receiving Party is prohibited from
17 creating any electronic or other images or making electronic copies of the Source Code from any
18 paper copy of the Source Code for use in any manner (including by way of example only, the
19 Receiving Party may not scan the paper copy Source Code to a PDF or photograph the paper copy
20 Source Code) and must not convert any of the Protected Material contained in the paper copies
21 into any electronic format. Images or copies of Source Code must not be included in
22 correspondence between the Parties (references to production numbers and/or line numbers must
23 be used instead) and must be omitted from pleadings and other papers absent prior written consent
24 from the Producing Party, which will not be unreasonably withheld, or an order from the Court.
25 The Receiving Party may only request additional paper copies if such additional copies are
26 (1) necessary to attach to court filings, pleadings, or other papers (including a testifying Expert’s
27 expert report), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its
28 case. The Receiving Party shall not request paper copies for the purposes of reviewing the Source

Code other than electronically as set forth in Section 8(c) in the first instance. The Receiving Party may create paper printouts of, or images of, limited excerpts of Source Code in a pleading, court filing, expert report, trial exhibit, demonstrative, deposition exhibit/transcript, mediation brief, and drafts of these documents, provided that the Receiving Party discloses to the Producing Party 14 business days in advance the number of consecutive lines of Source Code it intends to include in such a document. Unless otherwise ordered, if a given excerpt of Source Code does not exceed 50 consecutive lines of code, it may be included in a document pursuant to this section. The Producing Party may challenge the number of consecutive lines of Source Code the Receiving Party intends to include in a document pursuant to this section, and must do so within 7 business days of the Receiving Party's notice. Any disputes about the number of consecutive lines of Source Code to be included in a document will be resolved by the Court if the parties are unable to reach agreement pursuant to the dispute resolution procedure and timeframes set forth in Section 6 whereby the Producing Party is the "Challenging Party" and the Receiving Party is the "Designating Party" for purposes of the dispute resolution. Challenged consecutive lines of Source Code in excess of 50 consecutive lines of code may not be used in a document by the Receiving Party until the matter is resolved by the Court. To the extent a dispute prevents the Receiving Party from timely filing a document, the Producing Party agrees to stipulate to an extension of time to file such document to allow for the dispute to be resolved. To the extent a deposition is likely to involve Source Code, the Party taking the deposition shall provide at least seven (7) calendar days written notice of that fact, and the Producing Party will make a Source Code Computer available at the deposition, minimizing the need for additional paper copies of Source Code. Any paper copies used during a deposition will be retrieved by the Producing Party at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

(g) The Producing Party shall install tools that are sufficient for viewing the Source Code produced for inspection on the Source Code Computer. The Receiving Party's Outside Counsel and/or experts/consultants may request that commercially available software tools for viewing and searching Source Code be installed on the Source Code Computer, provided,

1 however, that (a) the Producing or Receiving Party possesses an appropriate license to such
2 software tools; (b) the Producing Party approves such software tools; and (c) such other software
3 tools are reasonably necessary for the Receiving Party to perform its review of the Source Code
4 consistent with all of the protections herein. The Producing Party shall approve reasonable
5 requests for additional commercially available software tools. The Receiving Party must provide
6 the Producing Party with the CD, DVD, file path, or Advanced Package Tool package containing
7 such licensed software tool(s) at least six (6) business days in advance of the date upon which the
8 Receiving Party wishes to have the additional software tools available for use on the Source Code
9 Computer. The Producing Party shall make reasonable attempts to install the requested software
10 but will not be held responsible for the proper setup, functioning, or support of any software
11 requested by the Receiving Party. By way of example, the Producing Party will not compile or
12 debug software for installation. The Producing Party shall not take any action to impair the proper
13 installation of the requested software.

14 (h) The use or possession of any electronic input/output device, or any device that can
15 access the Internet or any other network or external system (other than the Source Code
16 Computer) including, without limitation, USB memory stick, mobile phone, smart phone, tablet,
17 computer, smart watches, personal digital assistants (PDAs), Blackberries, Dictaphones, voice
18 recorders, camera or any camera-enabled device, CD, DVD, floppy disk, portable hard drive,
19 laptop, or device of any kind, is prohibited from the Source Code review room, except for the
20 purpose described below in Section 8(i).

21 (i) The Receiving Party's Outside Counsel and/or Experts qualified under Section
22 7.5(b) shall be entitled to take notes (handwritten or electronic) relating to the Source Code, but
23 may not copy the Source Code into such notes. To the extent the Receiving Party desires to take
24 notes electronically, the Producing Party shall provide a notetaking computer (e.g., a computer,
25 which is distinct from the Source Code computer, that is not linked to any network, including a
26 local area network ("LAN"), an intranet, or the Internet, and has image making functionality of
27 any type disabled, including but not limited to camera and video functionality) ("note-taking
28 computer") with a current, widely used word processing program in the Source Code review room

1 for the Receiving Party's use in taking such notes. The note-taking computer shall have disk-
2 encryption and be password protected. The note-taking computer shall be used for the sole
3 purpose of note-taking and shall be retained by the Producing Party. The Producing Party will
4 instruct the Receiving Party on how to start, log on to, and operate the notetaking computer. The
5 Receiving Party will save any notes taken on the note-taking computer to a folder labeled "Source
6 Code Notes." All notes relating to Source Code created as provided in this section shall be
7 designated as and treated as HIGHLY CONFIDENTIAL – SOURCE CODE material, and shall be
8 treated as copies of Source Code except as set forth in Sections 8(c), 8(d), and 8(f), and except that
9 for electronic notes relating to Source Code at the end of each day of Source Code inspection,
10 under the supervision of the Producing Party, such notes shall be saved on a removable encrypted
11 and password protected drive supplied by the Producing Party and given to the Receiving Party to
12 retain. The Receiving Party will thereafter delete or destroy the electronic notes on the note-taking
13 computer and show the Producing Party the empty "Source Code Notes" folder on the note-taking
14 computer to confirm the electronic notes on the note-taking computer have been deleted or
15 destroyed. The note-taking computer shall have no features that will hinder the complete clearing
16 of the Receiving Party's notes after such notes have been printed or downloaded. The Producing
17 Party will not open the folder labeled "Source Code Notes" on the note-taking computer, will not
18 review the Source Code Notes, will not log key strokes with respect to the note taking, and will
19 not otherwise attempt to discover the Receiving Party's work product related to the Source Code
20 review. Except as provided expressly in this paragraph, use or possession of any recordable media
21 or recordable devices during the inspection by anyone other than the Producing Party is
22 prohibited.

23 Any notes related to Source Code shall not include copies or reproductions of the Source
24 Code, but may refer to function names, variable names, filenames, and line numbers. The
25 Receiving Party will be entitled to password protect the electronic Source Code Notes folder
26 and/or Word documents contained therein.

27 Any Source Code notes taken electronically may be stored with a secure
28 eDiscovery/litigation support site in order to allow for such notes to be viewed by the Receiving

1 Party's Outside Counsel and/or Experts qualified under Section 7.5(b) of this Order. Before being
 2 transmitted to the eDiscovery/litigation support site, an electronic Source Code notes file must be
 3 password protected. The transmission of any and all Source Code notes to the
 4 eDiscovery/litigation support site shall be via a secure, password-protected transmission that
 5 aligns with standard industry practices regarding data security. Access to such notes via the secure
 6 eDiscovery/litigation support site will be restricted to the Receiving Party's Outside Counsel
 7 and/or Experts qualified under Section 7.5(b) of this Order, and functions allowing for duplication
 8 of such notes, including but not limited to printing, emailing, downloading, and saving, will be
 9 disabled. The Receiving Party is otherwise prohibited from creating any copies (physical or
 10 electronic) or images of Source Code notes taken electronically.

11 With respect to handwritten notes related to Source Code, the Receiving Party is prohibited
 12 from creating any physical copies of the Source Code notes, and the Receiving Party is prohibited
 13 from creating any electronic or other images or making electronic copies of the Source Code notes
 14 from any paper copy of the Source Code notes for use in any manner (including by way of
 15 example only, the Receiving Party may not scan the paper copy Source Code notes to a PDF or
 16 photograph the paper copy Source Code notes) and must not convert any of the Protected Material
 17 contained in the paper copies of the Source Code notes into any electronic format. This paragraph
 18 does not limit the Receiving Party's ability to store handwritten notes related to Source Code with
 19 the secure eDiscovery/litigation support site referenced above.¹

20 Nothing in this Section 8(i) prevents an Expert qualified under Section 7.5(b) from using
 21 notes related to Source Code (whether taken by hand or electronically) in the preparation of their
 22 expert report.

23 The Parties agree that if any disputes arise that implicate the Receiving Party's notes
 24 relating to Source Code taken pursuant to this Section 8(i), all relevant notes relating to Source
 25 Code taken by the Receiving Party pursuant to this Section 8(i) that may be reviewed by the Court
 26 to resolve the dispute shall be subject to *in camera* review, and will not be filed in the public

27
 28 ¹ The parties say they will "submit an addendum regarding the process by which handwritten notes
 are transmitted to the security eDiscovery /litigation support site."

record for any reason, to ensure compliance with this Protective Order.

(j) The Receiving Party's Outside Counsel and any person receiving a copy of any Source Code shall maintain and store any paper copies of the Source Code and any notes taken during the inspection of the Source Code that reveal the substance or content of the Source Code at their offices in a manner that prevents duplication of or unauthorized access to the Source Code, including, without limitation, storing the Source Code in a locked room or cabinet at all times when it is not in use. No more than a total of five (5) persons identified by the Receiving Party, excluding Outside Counsel, may have access to the Source Code. The Receiving Party may request that additional, specific persons be permitted access to the Source Code, and the Producing Party will not unreasonably deny such request.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

9.1 If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any Protected Material designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" that Party must:

(a) promptly notify in writing the Designating Party. Such notification must include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification must include a copy of this Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.

If the Designating Party timely seeks a protective order or seeks to quash the subpoena, the Party served with the subpoena or court order must not produce any Disclosure or Discovery Material designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" before a determination by the court from which the subpoena or order issued, unless the Party has obtained

the Designating Party’s permission to produce the subpoenaed Protected Material. The Designating Party bears the burden and expense of seeking protection in that court of its confidential material – and nothing in these provisions should be construed as authorizing or encouraging a Receiving Party in this action to disobey a lawful directive from another court. Any agreement by a Designating Party that Protected Material may be produced in response to a subpoena does not in any way waive the protections this Protective Order provides against disclosure in any other litigation.

9.2 The provisions set forth herein are not intended to, and do not, restrict in any way the procedures set forth in Federal Rule of Civil Procedure 45(d)(3) or (f).

10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN THIS LITIGATION

(a) Any discovery requests, including subpoena and deposition notices, propounded to Non-Parties must be accompanied by a copy of this Protective Order.

(b) The terms, remedies, and relief provided by this Protective Order are applicable to Disclosure or Discovery Material produced by a Non-Party in this action and designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” Nothing in these provisions should be construed as prohibiting a Non-Party from seeking additional protections.

(c) In the event that a Party is required, by a valid discovery request, to produce a Non-Party’s confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party’s confidential information, then the Party shall:

1. promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party; and

2. promptly provide the Non-Party with a copy of the Protective Order in this litigation, the relevant discovery request(s), and a reasonably specific description of the information requested.

(d) If the Non-Party fails to object or seek a protective order from this Court within a

1 reasonable period of time after receiving the notice and accompanying information, including but
2 not limited to any contractual notice period in an agreement between the Producing Party and the
3 Non-Party covering the confidentiality and/or disclosure of the information requested, the
4 Producing Party may produce the Non-Party's confidential information responsive to the
5 discovery request. If the Non-Party timely seeks a protective order, the Producing Party shall not
6 produce any information in its possession or control that is subject to the confidentiality agreement
7 with the Non-Party before a determination by the Court.

8 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
10 Material to any person or in any circumstance not authorized under this Protective Order, the
11 Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized
12 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material,
13 (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of
14 this Order, and (d) request such person or persons to execute the "Acknowledgment and
15 Agreement to Be Bound" that is attached hereto as Exhibit A.

16 12. PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

17 When a Producing Party gives notice to Receiving Parties that certain produced material is
18 subject to a claim of privilege or other protection, the obligations of the Receiving Parties are
19 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The Parties and Court will enter a
20 separate Order under Fed. R. Evid. 502(d) that governs the production of documents protected
21 from discovery.

22 13. MISCELLANEOUS

23 13.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek
24 its modification by the Court in the future.

25 13.2 Right to Assert Other Objections. By stipulating to the entry of a Protective Order, no
26 Party waives any right it otherwise would have to object to disclosing or producing any Disclosure
27 or Discovery Material on any ground not addressed in this Protective Order. Similarly, no Party
28 waives any right to object on any ground to use in evidence of any of the material covered by this

1 Protective Order.

2 13.3 Export Control. The Protected Material disclosed by the Producing Party may contain
3 technical data subject to export control laws and therefore the release of such technical data to
4 foreign persons or nationals in the United States or elsewhere may be restricted. The Producing
5 Party shall be responsible for identifying any such technical data subject to export control laws so
6 that the Receiving Party can take measures necessary to ensure compliance with applicable export
7 control laws, including confirming that no unauthorized foreign person has access to such
8 technical data.

9 No Protected Material may leave the territorial boundaries of the United States of America.
10 Without limitation, this prohibition extends to Protected Material (including copies) in physical
11 and electronic form. The viewing of Protected Material through electronic means outside the
12 territorial limits of the United States of America is similarly prohibited. The restrictions contained
13 within this paragraph may be amended through the express written consent of the Producing Party
14 to the extent that such agreed to procedures conform with applicable export control laws and
15 regulations. Nothing in this paragraph is intended to remove any obligation that may otherwise
16 exist to produce documents currently located in a foreign country.

17 13.4 Filing Protected Material. Without written permission from the Designating Party or
18 a court order secured after appropriate notice to all interested persons, a Party may not file in the
19 public record in this action any Protected Material. A Party that seeks to file under seal Protected
20 Material must comply with Judge Orrick's Standing Order On Administrative Motions To File
21 Under Seal and Civil Local Rule 79-5. If a Receiving Party's request to file Protected Material
22 under seal pursuant to Civil Local Rule 79-5 is denied by the Court, then the effect of the Court's
23 ruling on that request is as set forth in Civil Local Rule 79-5(g).

24 13.5 Privilege Logs. The Parties' agreement regarding the requirements for, timing,
25 format, and content of privilege logs is memorialized in a separate agreement.

26 13.6 Notice. Unless expressly stated otherwise, notice under this agreement shall be
27 provided via email to all counsel of record for the Parties.
28

14. FINAL DISPOSITION

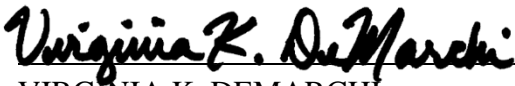
Within 60 calendar days after the final disposition of this action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and Expert work product, even if such materials contain Protected Material, with the exception of paper copies of Source Code. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

15. OTHER PROCEEDINGS

By entering this Protective Order and limiting the disclosure of Disclosure or Discovery Material in this case, the Court does not intend to preclude another court from finding that Disclosure or Discovery Material may be relevant and subject to disclosure in another case. Any person or Party subject to this Order who becomes subject to a motion to disclose another Producing Party's information shall promptly notify that Party of the motion so that the Producing Party may have an opportunity to appear and be heard on whether that Disclosure or Discovery Material should be disclosed.

IT IS SO ORDERED.

Dated: May 16, 2023


VIRGINIA K. DEMARCHI
United States Magistrate Judge

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

IN RE META PIXEL TAX FILING CASES

Case No. 22-cv-07557-SI (VKD)

This Document Relates To:

Case No. 3:22-cv-07557-SI, All Actions

**EXHIBIT A: ACKNOWLEDGMENT
AND AGREEMENT TO BE BOUND**

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Protective Order that was issued by the United States District Court for the Northern District of California in the case of *In Re Meta Pixel Tax Filing Cases*, Case No. 3:22-cv-07557-SI (VKD). I agree to comply with and to be bound by all the terms of this Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Order. I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

Printed name: _____

Title: _____

Address: _____

Signature: _____

Date: _____